

General Terms and Conditions of Business

As of January 2024

The following terms and conditions apply to all participants, speakers and exhibitors who register for the TCM Kongress Rothenburg.

Contracting Parties

By registering for the TCM Kongress Rothenburg, the participant, speaker or exhibitor establishes a contractual relationship with the organisation *Arbeitsgemeinschaft für Klassische Akupunktur und Traditionelle Chinesische Medizin e. V. (AGTCM, Fachverband für Chinesische Medizin)*. The address of the AGTCM office is Halfmannstraße 6, 44143 Dortmund, Germany. The association is represented by the Executive Board members, Dr. Martina Bögel-Witt (president), Birgit Ziegler (2nd chairperson) and Jürgen Weber (3rd chairperson).

The AGTCM uses external service providers, event lab. GmbH, Richard-Lehmann-Straße 12, 04275 Leipzig, Germany, for the handling of the registration. No contractual relationship is established between participants, speakers or exhibitors and the external service providers.

Congress Registration

Binding registration is made on the event website at www.tcm-kongress.de. It is not possible to register by telephone.

Congress registration will be accepted from **January 30, 2024** on.

After AGTCM receives registration, a confirmation of registration with payment instructions will be sent to the participant by e-mail. The participant is entitled to take part in the event programme only after AGTCM has received the full participation fee. A registration is possible on-site.

Participation Fees

The participation fees can be found on the event website and in the programme booklet. The participation fee includes access to the on-site courses held in Rothenburg ob der Tauber (binding course reservation required), special events (e.g. morning greeting, lunch events, symposia, evening entertainment) and the exhibition.

The participation fee is due within 14 days after participant's receipt of the instructions for payment to the bank account provided. From **27 April 2024** on, registration fees must be paid by credit card or PayPal during the registration process.

The amount depends on the date (German time) AGTCM receives the registration and the payment. If the fee is not paid on time, the next higher fee will be charged along with payment reminder fees. Selected course reservations can no longer be guaranteed.

The registration fee may be paid by funds transfer and in non-SEPA countries by credit card (Master/Eurocard, VISA, Amex) or PayPal. Participants are responsible for any bank and credit card fees.

Cancellation/Rebooking/Handling Charges

Written cancellation of the registration has to be sent to event lab. GmbH by letter, fax or e-mail. Cancellations are free of charge until **23 February 2024** of the current congress year. For cancellations made until 5 April 2024, an administration fee equal to 50 percent of the participation fee is charged. For cancellations after 5 April 2024, the full participation fee becomes due.

Participation fees also are due in case of non-participation and may be demanded after the end of the event.



TCM KONGRESS

Rothenburg o.d.T.

A registration is transferable to another person at any time for the processing fee of 15 euro. If a reduced participation fee was booked by the original participant, proof of such must be provided so that it may apply to the new participant.

A refund will not be made in case of no-show, illness, early departure, etc. A processing fee of 15 euro will be charged for changes to the registration, e.g. the participant's name, payment address or course changes. A processing fee of 15 euro will be charged for rebooking the congress fee. This includes rebooking rebooking of day tickets and changes in participant's course bookings.

After 8 April, AGTCM will keep the remaining amount as a cancellation fee. As space is very limited, please inform us if you are unable to attend so that other participants may have the opportunity to buy a ticket for a seat on-site.

Congress Documents

The congress documents for the on-site congress (booking overview incl. QR-code for name tag) will be sent to your e-mail address about one week before the congress. The prerequisite is that the congress fees have been paid in full.

Please bring the QR-code to Rothenburg (digital oder analogue)!

With the QR-code, you print out the name tag yourself on site at the printing stations.

Participants have to wear their name tags at all times during the congress. No access to any event may be granted without a name tag.

An administration fee of 30 euro will be charged for the reissue of a lost name tag. The original name tag loses its validity when a replacement is issued.

Course Bookings

All participants in the on-site congress are entitled to attend each course with the appropriate day ticket. Course bookings during the registration process is mandatory, but can be changed at any time for an additional charge, depending on availability. Please note that all courses are limited in their participant capacity (see Participants Limit/Additional Bookings).

We recommend that you secure a place in one of the full or half-day courses at the TCM Kongress Rothenburg in good time with your registration. We would like to point out that there is a limit to participation in the courses.

Courses can be rebooked afterwards for an administration fee and depending on availability.

Cancellation of Courses or Entire On-site Congress

Some courses are scheduled for a minimum number of participants. If this number is not achieved, the AGTCM can cancel the course without any consequences up to 14 days in advance of the event.

A legal right to participation in a specific event or a reduction in the participation fees is excluded. The organiser reserves the right to make changes to the programme.

If it would be impractical or impossible to hold the congress live in its full scope as planned because authorities impose restrictions or bans on large indoor gatherings and/or travel or if its implementation would violate official or epidemiological experts' recommendations, AGTCM is entitled at its own discretion to hold the congress entirely virtually. All physical presence events would be cancelled and the content would be conveyed in the online congress or via



on-demand recordings. Should that be the case, the participant is not entitled to withdraw from the contract.

If the event is held virtually - as intent or gross negligence cannot be demonstrated, further claims for liability and losses—specifically for any flight, rail or other transportation tickets purchased previously or any hotel rooms reserved previously— will not be entertained.

Limitation of Participation/Additional Bookings

All on-site events (courses, lunch events, evening event, etc.) are limited in their participant capacity or room size, are subject to registration and/or to an extra charge in addition to the regular participation fee.

These additional bookings can be made together with the registration. There is no entitlement to be allowed to participate in a part of the event (courses, evening event, etc.) after the maximum number of participants has been reached. If a course has been fully booked, the status will be shown online on the event Website.

Despite the best planning efforts, full booking of individual courses cannot be ruled out. Any legal right to participate in a specific event or reduction of registration fees is excluded.

Promotion of Products or Events

Participants who are not official exhibitors are not permitted to operate/promote during the congress for products or events of any kind and in any way whatsoever.

In particular, the distribution or display of flyers (brochures, cards) must be registered in advance at sponsoring@tcm-kongress.de and must be paid for. The congress management reserves the right to confiscate any promotional material that is in breach of this obligation and, if breaches recur, management may deny the violator access to the premises.

Speakers' Responsibility

Speakers are responsible for ensuring that the content they submit for presentation handouts and other documents related to the courses they offer is correct and does not violate the rights of third parties. The AGTCM is not obliged to check the documents before publication for completeness or legal infringements, especially with regard to infringements of trademark rights of third parties.

Speakers release the AGTCM from all claims of third parties— including other participants—which are asserted against the AGTCM for deficiencies in courses, lectures or corresponding scripts and for violation of third-party rights. The speakers have no right to expect AGTCM to make changes in previously submitted documents if those changes are communicated after the deadline for the congress book.

Please note that the speakers alone are responsible for the content of their courses. The TCM Kongress Rothenburg and AGTCM management do not always share the speakers' opinions. We expressly distance ourselves from certain — especially political — content.

Liability

The liability of AGTCM, with the exception of liability for injury to life, body or health of the participant, is limited to intent and gross negligence. This does not affect the liability of AGTCM in case of violation of essential contractual obligations (cardinal obligations). In this case the liability is limited to the amount of a damage typical for the contract and foreseeable at the time of the conclusion of the contract. As far as the liability of AGTCM is excluded or limited, this shall also apply to the liability of the representatives and vicarious agents. AGTCM is not liable for damages or disturbances caused by circumstances beyond its control. This applies in particular if the event

is impeded or prevented by unforeseen political, economic, climatic events or generally by force majeure.

The AGTCM is not liable for the content of the lectures, workshops or other courses held by the individual speakers, for the corresponding speakers or course documents, or for their correct or complete publication.

The assertion of claims for damages is excluded if the realisation of the congress or parts of it are made unreasonably difficult or impossible by unforeseen events which are beyond the organiser's control, e.g. political or economic events or force majeure. Participation in additional bookings and related events is at your own risk.

Liability Practical Courses

When you register for courses with reciprocal practical exercises, you consent voluntarily and at your own risk to engage in practical exercises that participants carry out on each other. All participants of a course or training session bear the same risks in such exercises as members of the risk-bearing community. In the community at risk, liability for damage to others is limited to intent and gross negligence. Any liability claims against the AGTCM, employees of the AGTCM, their vicarious agents or speakers of the TCM Kongress Rothenburg are excluded. For practical courses, please bring your own protective clothing. If you bring your own instruments and materials, the AGTCM assumes no liability for damage or loss.

Photo and Film Rights

During the congress, photographs, film and video recordings of the event and of the participants will be produced. In observance of the Art Copyright Act (right to one's own image), the organiser may use the recordings free of charge in media releases and for congress-related promotion.

With his or her attendance at the TCM Kongress Rothenburg, the participant or speaker agrees that the photo and film material recorded during the TCM congress may be distributed and exploited in publications about the congress, on the internet, radio and television.

Participants in the online congress have the option of turning off their camera if they don't want to be part of the video recordings.

Data Protection Information

Your personal data will be processed by the Arbeitsgemeinschaft für Klassische Akupunktur und Traditionelle Chinesische Medizin e.V. Fachverband für Chinesische Medizin for the purposes of congress registration and administrative support of participants during the congress. For details, please see our privacy statement under <https://www.tcm-kongress.de/en/privacy-statement.htm>

Applicable Law, Place of Jurisdiction

Regardless of the residence of the speaker or participant, congress participation is subject exclusively to German law, to the exclusion of conflict of law rules of German private international law and the regulations of the law on sales.

The place of jurisdiction is Berlin.

Final Provisions

Subsidiary agreements made orally are not binding unless they are confirmed in writing. Should parts of these terms and conditions be invalid, the validity of the contract or the remaining terms and conditions shall not be affected.